IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.2356 OF 2003
IN
SUIT NO.1961 OF 1997

Matel Distributors P.Ltd. ..Plaintiffs

Vs.

Ramesh Tandon and Ors. ..Defendants

Mr.M.P.S.Rao with Mr.Raju Gawade i/b K.Ashar & Co. for the plaintiffs

Mr.Ruben Fernandes for defendant no.1

Mr.N.S.Manji i/b Mulla & Mulla for defendant no.3

CORAM : S.U.KAMDAR, J
DATED : 24TH JANUARY, 2006

P.C.:

1. Motion is taken out for discharge of bank guarantee for the sum of Rs.16.20 lacs furnished pursuant to the interim order dt.12.6.97. In so far as bank guarantee of 12.0 lacs is concerned, the learned counsel for the plaintiffs states that the same is already discharged by the appeal court and therefore the said prayer has become infructuos.

2. The only ground on which discharge of bank

guarantee is sought is that the plaintiffs are holding a decree against defendant no.1 but unable to execute the said decree against defendant no.1 because he is absconding. The said decree is passed in totally different suits. In my opinion, such ground cannot be accepted for the purpose of discharge of bank guarantee in the present suit. Rights of the party are yet to be determined. In that light of the matter, it is not possible to grant relief of discharge of bank guarantee. Motion is dismissed accordingly. No order as to costs.